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ORDER F SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO. 02/24/2014

QS-35F-0585J

ORDER NO

EP-G14H-00317

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTITY		
(a)	(p)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTED (g)		
	The vendor quote submission dated 2/21/2014							
	is hereby incorporated by reference. The	[
	octal value of this order is \$21,174.75.		1					
	The Contracting Officer Representative for		ŀ					
	this Task Order is Suzette Creed, who can							
	be reached at (202) 564-4341 or							
	creed.suzette@opa.gov.							
	TOPO: Suzetto Creed							
	Admin Office:							
	нрор							
	US Environmental Protection Agency							
	Ariel Rios Building							
	1200 Pennsylvania Avenue, N. W.							
	Mail Code: 3803R							
	Washington DC 20460 Accounting Info:				1			
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	04/25/2014							
0001	PRISM 7.2 training classes, as further				21,174.75			
	described in the Statement of Work dated							
	2/19/2014 (see attachement 1)							
	The obligated amount of award: \$21,174.75.							
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	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))			_	\$21,174.75			

1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (OCT 2000)

- (a) *Definition*. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:
- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.
- (b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.
- (1) *IRM policies, standards and procedures.* The 2100 Series (2100–2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.
- (2) Groundwater program IRM requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A—Minimum Set of Data Elements for Groundwater.
- (3) EPA computing and selecommunications services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: http://basin.rtpnc.epa.gov/etsd/directives.nsf).
- (c) Printed documents. Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services

Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260–5797

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public website.

FAR 52.212-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012)

This clause is incorporated by reference. The full text of the clause is available at: https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\boxtimes	52.222	-50 Combating Trafficking in Persons (FEB 2009)					
		Alternate I (AUG 2007)					
\boxtimes	52.233	-3 Protest After Award (AUG 1996)					
\boxtimes	52.203	-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)					
		Alternate I (OCT 1995)					
\boxtimes	52.203	-13 Contractor Code of Business Ethics and Conduct (APR 2010)					
\boxtimes		-15 Whistleblower Protections under the American Recovery and Reinvestment Act of JUNE 2010)					
	52 209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)						
\boxtimes	52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)						
\boxtimes	52.209	-10 Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)					
\boxtimes	52.222	-3 Convict Labor (JUN 2003)					
\boxtimes	52.222	-19 Child Labor – Cooperation with Authorities and Remedies (MAR 2012)					
\boxtimes	52.222	-21 Prohíbition of Segregated Facilities (FEB 1999)					
\boxtimes	52.222	-26 Equal Opportunity (MAR 2007)					
\boxtimes	52.222	-36 Affirmative Action for Workers with Disabilities (OCT 2010)					
\boxtimes	52. 22 2	-54 Employment Eligibility Verification (JUL 2012)					
\boxtimes	52.223	-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)					

- 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Dec 2010) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act
- (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seg.).
 - (ix) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).
 - ___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (x) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (<u>41 U.S.C. 351</u>, et seg.).
- (xi) <u>52,222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (<u>41 U S.C. 351</u>, et seq.).
 - (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

CUSTOM TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effet as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

EPA-2012-10 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

- (a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74), the contractor shall provide the contracting officer a certification whereby the contractor certifies:
- (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
- (ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.
- (c) The contractor has a continuing obligation to update the subject certification as required.

CUSTOM - CO ADDED INVOICES - RTP FINANCE

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, and period of performance, taxpayer ID number and amount due. Invoices shall be submitted to: RTPReceiving@epa.gov, or to the address specified in block 21 of this

order. For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616. Fax number (919) 541-4975.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)

4930 Page Road

Durham. NC 27703

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: https://www.ipp.gov/.

SAM REQUIREMENT - CO ADDED

Company must be registered and have completed its representations and certifications on www.sam.gov (System Acquisition Management) before an award can be made to them.

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD) REQUIREMENTS

Vendor must certify that the software or product that the vendor is offering complies with the Homeland Security Presidential Directive-12 (HSPD) requirements. The Contracting Officer can not make an award for software or for products that do notare not compliant. A list of all qualified software and products can be located at http://idmanagement.gov.

FAR 52.243-1 CHANGES, FIXED PRICE – ALTERNATE II (APR 1984)

This clause is incorporated by reference. The full text of the clause is available at: https://www.acquisition.gov/FAR/.

EPAAR 1552.208-70 PRINTING (SEP 2012)

(a) *Definitions*. "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

- (b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.
- (2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.
- (c) Affirmative Requirements. (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.
- (2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: http://www.epa.gov/cpg/.
- (d) *Permitted Contractor Activities*. (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.
- (2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of $10^3/_4$ by $14^1/_4$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract

will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

- (3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of $10^3/_4$ by $14^1/_4$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.
- (4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives¹) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

¹Pursuant to the July 2008 guidance *Promotional Communications for EPA*, a thumb drive can be used as a promotional item, but it also must be an information medium in itself. Namely, it must have substantive EPA information already loaded into the drive. Due to its intrinsic material value, it may not be used simply or primarily to display an EPA message on the exterior of the drive.

- (e) *Violations*. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.
- (f) Flowdown Clause. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

U.S. ENVIRONMENTAL PROTECTION AGENCY OFFICE OF ACQUISITION MANAGEMENT STATEMENT OF WORK 2/19/2014

TITLE: PRISM 7.2 Custom Training Class for EAS Super Users and ITSC EAS Application Team Members

PERIOD OF PERFORMANCE:

Date of Award - April 25, 2014

PLACE OF PERFORMANCE:

On-Site Training Course Location 1200 Pennsylvania Avenue, N.W. Washington, DC 20004

OAM Points of Contact:

Project Officer:

Suzette Creed

EPA/OARM/OAM/ITSC 1300 Pennsylvania Avenue, N.W. Washington, DC 20004 202-564-4341 creed.suzette@epa.gov

Contracting Officer's Representative

Suzette Creed

EPA/OARM/OAM/ITSC 1300 Pennsylvania Avenue, N.W. Washington, DC 20004 202-564-4341 creed.suzette@epa.gov

Alternate Contracting Officer's Representative

Gary Snodgrass

EPA/OARM/OAM/ITSC 1300 Pennsylvania Avenue, N.W. Washington, DC 20004 202-564-2143 snodgrass.gary@epa.gov

SCOPE:

The Vendor shall provide training for up to 25 students in support of the Environmental Protection Agency's (EPA) EPA Acquisition System (EAS) upgrade to CompuSearch PRISM 7.2. Due to the limitation of a maximum of 22 students per class, two training sessions are required. Each session will include 3-days of hands-on training. The Vendor shall provide instructor-led training and provide that training on-site. The intended recipients of training will include the following EPA staff: Contracting Officers, Contract Specialists, and the ITSC EAS Application Team Members. Training shall take place between March 15, 2014 and April 25, 2014. The Vendor shall have extensive knowledge of and experience with CompuSearch PRISM 7.2 and the preceding versions.

The on-site training classes will be conducted at the EPA William J. Clinton Federal Center (WJC) North building, room B-305, (previously known as Ariel Rios North B-305) in Washington, DC. This EPA facility will have EPA furnished equipment, i.e., laptops for each student, laptop for instructor(s), projector, flip chart and/or white board, desks and chairs.

The Vendor shall provide all training materials, including, but not limited to, PRISM 7.2 Training workbooks (or equivalent): PRISM 7.2 Getting Started, PRISM 7.2 Requisitions, PRISM 7.2 Planning, Tracking & Reporting, PRISM 7.2 Awards, and PRISM 7.2 Sourcing. The Vendor shall deliver twenty-five (25) sets of the referenced PRISM 7.2 Training workbooks to the contracting officer representative 2 weeks in advance of the training and provide each student with a training agenda, tent cards, and lesson documents.

The training will be conducted using the EPA's PRISM 7.2 training environment that is hosted on a server physically located in Research Triangle Park, NC and maintained by Federal Government with contractor support. The students will use their EPA's network IDs and a password to login to the training environment using their EPA issued laptop. Prior to performing services within this scope of work that utilize the Agency's network, the Vendor's instructor and any assistants must hold a current National Agency Check with Inquiries (NACI) investigation and be cleared for a position of Public Trust.